

04 - 632

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL MINISTER OF DEFENCE OF THE FEDERAL
REPUBLIC OF GERMANY

AND

THE MINISTER OF NATIONAL DEFENCE OF THE HELLENIC
REPUBLIC

AND

THE MINISTER OF DEFENCE OF THE ITALIAN REPUBLIC

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF THE
NETHERLANDS

AND

THE MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN

AND

THE GENERAL STAFF OF THE REPUBLIC OF TURKEY

AND

THE SECRETARY OF STATE FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE SECRETARY OF DEFENSE OF THE UNITED STATES
OF AMERICA

AND

THE SUPREME HEADQUARTERS ALLIED POWERS, EUROPE

CONCERNING

THE ESTABLISHMENT, FINANCING,
ADMINISTRATION, MANNING AND STATUS OF
HEADQUARTERS NAVAL STRIKING AND SUPPORT FORCES,
SOUTHERN REGION
(HQ STRIKFORSOUTH)



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PREAMBLE

CONSIDERING that, in furtherance of the North Atlantic Treaty, the Federal Minister of Defence of the Federal Republic of Germany, the Minister of Defence of the Hellenic Republic, The Minister of Defence of the Italian Republic, The Minister of Defence of the Kingdom of the Netherlands, the Minister of Defence of the Kingdom of Spain, the General Staff of the Republic of Turkey, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Secretary of Defense of the United States of America (the PARTICIPANTS) desire to unite their efforts for collective defense in even closer co-operation;

CONSIDERING that, by PO (97) 218 dated 3 December 1997, the Defense Planning Committee (DPC) has approved the Military Committee (MC) Report MCM-124-97, dated 2 December 1997, on The New NATO Military Command Structure, where HQ STRIKFOR SOUTH is assigned as a permanent regional Reaction Force HQ under the direct command and control of CINCSOUTH.

CONSIDERING that HQ STRIKFOR SOUTH is a NATO International Military Headquarters subordinate to the Supreme Headquarters Allied Powers Europe and to which international status is granted;

AND ACKNOWLEDGING that an arrangement is required to make provision for the continuation of HQ STRIKFOR SOUTH;

THEREFORE, the signatories have reached the following understandings:

SECTION ONE

PURPOSE OF THE UNDERSTANDING

- 1.1 The purpose of this MOU is to establish the principles for the organisation and control, manning and equipment, status of personnel and financing of HQ STRIKFOR SOUTH, as well as for cost-sharing among the PARTICIPANTS.

SECTION TWO

DEFINITIONS

- 2.1 HQ STRIKFOR SOUTH means the International Military Headquarters for the Naval Striking and Support Forces, Southern Europe, located at Naples, Italy.
- 2.2 SIGNATORIES means the PARTICIPANTS and the Supreme Headquarters Allied Powers, Europe (SHAPE).
- 2.3 PARTICIPANTS means those members of the North Atlantic Treaty Organization who have consented to provide personnel and financial support to HQ STRIKFOR SOUTH in accordance with the provisions of this MOU.
- 2.4 HOST NATION means that PARTICIPANT on whose sovereign territory HQ STRIKFOR SOUTH is located.
- 2.5 LEAD NATION means the Participant responsible for arranging certain support to HQ STRIKFOR SOUTH as specified in this MOU.
- 2.6 HOST means the Headquarters providing support to a tenant HQ.
- 2.7 TENANT means the Headquarters collocated with, and receiving support from, the HOST.
- 2.8 SENIOR NATIONAL OFFICER (SNO) means the senior officer of each Participant in HQ STRIKFOR SOUTH.

SECTION THREE

FUNCTIONS AND TASKS

- 3.1 The roles, missions and tasks for COMSTRIKFOR SOUTH are laid down in his Terms of Reference.

SECTION FOUR

LEGAL BASIS

- 4.1 The following agreements govern the status and activities of HQ STRIKFOR SOUTH and its personnel:
 - a. The Agreement between the Parties to the North Atlantic Treaty Organization regarding the Status of their Forces, signed in London on 19 June 1951.
 - b. The Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty Organization, signed in Paris on 28 August 1952.
 - c. The Agreement between the Government of the Italian Republic and SACEUR signed in Paris on 26 July 1961.

SECTION FIVE

RESPONSIBILITIES

- 5.1 Each of the PARTICIPANTS will assign qualified personnel to fill each of the posts allocated to them in Annex B to this MOU.
- 5.2 Personnel thus assigned and any national support elements will be paid by the PARTICIPANTS who provide them, together with such allowances as are payable under their national regulations.
- 5.3 The Italian Republic is designated as the HOST NATION.
- 5.4 The United States of America is the LEAD NATION for HQ STRIKFOR SOUTH.
- 5.5 SHAPE, or RHQ AFSOUTH if delegated, will provide common funding, within established criteria, to establish and maintain operationally essential linkage to NATO command and control networks or communications circuits as authorized by the DPC.
- 5.6 To the extent possible from existing resources, SHAPE, or RHQ AFSOUTH if delegated, will provide budget, manpower, and legal advice for issues arising in the NATO context or environment.

- 5.7 RHQ AFSOUTH is designated as the HOST.
- 5.8 HQ STRIKFOR SOUTH collocated with RHQ AFSOUTH is designated as the TENANT.

SECTION SIX

DISCIPLINE AND NATIONAL DUTIES

- 6.1 The management of HQ STRIKFOR SOUTH personnel will be in accordance with the procedures established in ACE Directive 45-1.
- 6.2 In matters of discipline and national duties, Senior National Officers (SNO) or their delegates hold, with regard to the personnel of their own nationality, all powers conferred upon them by their national laws and regulations. They will ensure that, within the limits imposed by their respective national laws and regulations, their personnel comply with the regulations issued by COMSTRIKFOR SOUTH.
- 6.3 In principle, all personnel are subject to deployment in the event of exercises or operations involving HQ STRIKFOR SOUTH. Nations will notify COMSTRIKFOR SOUTH if their personnel are unable to deploy with the HQ during operations.

SECTION SEVEN

MANNING

- 7.1 The manning of HQ STRIKFOR SOUTH will be as set forth in Annex A to this MOU.
- 7.2 Any changes to the approved manning allocation at Annex B in support of officer positions at the OF3 and above level will require the prior approval of the Senior Resource Committee (SRC) in writing.
- 7.3 Changes in post allocations up to and including OF2 positions, which do not affect the cost share, may be made by written

arrangements between COMSTRIKFORSOUTH and the SNO(s) of the affected PARTICIPANT(S). Such arrangements, upon conclusion, will be forwarded to the SRC.

- 7.4 Job descriptions, including any changes to them, must be approved by the SRC.

SECTION EIGHT

EQUIPMENT, INFRASTRUCTURE AND RESIDUAL VALUE

- 8.1 Existing moveable property: The moveable property of HQ STRIKFORSOUTH will comprise all NATO-owned material and equipment from the previous and existing HQ STRIKFORSOUTH organization. SHAPE, on behalf of NATO, will allow HQ STRIKFORSOUTH to use this property free of charge. Upon closure of the Headquarters, termination of this MOU, or when HQ STRIKFORSOUTH has no further use for this property, it will be returned to RHQ AFSOUTH.
- 8.2 Existing buildings: As HQ STRIKFORSOUTH is collocated with RHQ AFSOUTH, occupying a portion of Building L on the RHQ AFSOUTH compound, there is no transfer of buildings associated with this MOU. HQ STRIKFORSOUTH will become a sub-tenant of RHQ AFSOUTH and will be provided space during the period of joint occupancy in the Bagnoli facility on the same reimbursable basis as detailed in Annex C of this MOU. Upon closure of the Headquarters or termination of this MOU, the HQ STRIKFORSOUTH portion of these premises will be vacated and occupancy will revert to NATO control. The residual value of any capital improvements to these premises funded by HQ STRIKFORSOUTH will be settled through negotiation by the PARTICIPANTS and SHAPE in accordance with NATO rules and procedures.
- 8.3 Subsequently-procured moveable property: Any moveable property procured in the future by HQ STRIKFORSOUTH through the Headquarters' budget will become the property of the PARTICIPANTS and will be managed by HQ STRIKFORSOUTH by maintaining an inventory of all accountable property (the asset register). Upon closure of the Headquarters or termination of this

MOU, disposition of this property, or proceeds derived therefrom, will be determined by the SRC.

- 8.4 Subsequently-procured cost-shared property: Any equipment procured with the approval of the SRC as a joint investment cost-shared between RHQ AFSOUTH and HQ STRIKFOR SOUTH will become the joint property of both Headquarters. Upon closure of the Headquarters, or termination of this MOU, the disposition and residual value of such jointly owned property will be settled through negotiation by the PARTICIPANTS and SHAPE in accordance with NATO rules and procedures.

SECTION NINE

SUPPORT SERVICES

- 9.1 The scope, provision, and conditions of support services to be provided by the HOST are laid down in Annex C.
- 9.2 Personnel of PARTICIPANTS and their dependants, including national support elements and their dependants, will have access to all support facilities, to include recreational amenities, belonging to the HOST, subject to availability and in accordance with restrictions imposed by the HOST. Any charges for these facilities will be the same as those for the HOST's own personnel and will be the responsibility of the individual involved.

SECTION TEN

COSTS

- 10.1 The PARTICIPANTS will share all operating, maintenance and general services costs of HQ STRIKFOR SOUTH, including facilities' maintenance and general support, according to the provisions specified in Sections Ten, Eleven and Twelve of this MOU.
- 10.2 The travel costs of sending personnel to, and of their return home from, HQ STRIKFOR SOUTH will be borne by the respective PARTICIPANT.

- 10.3 The costs of temporary duty trips (travel costs) made on behalf of HQ STRIKFOR SOUTH will be included in the shared operating costs. Additional travel payments authorized under national regulations in connection with temporary duty trips (e.g. per diem expenses) will be borne by the PARTICIPANT to which the person making the temporary duty trip belongs.
- 10.4 The approved foreseen and unforeseen costs for HQ STRIKFOR SOUTH will be borne by the PARTICIPANTS in accordance with Section Eleven of this MOU. Additional costs beyond the scope of authority provided in approved budgets must be authorised in advance by the SRC.
- 10.5 On a case-by-case basis, application for NATO common funding may be made via SHAPE to the NATO Finance Committees for consideration in accordance with policies and regulations in force at the time of application.
- 10.6 Connectivity to NATO command and control networks, communications, and information circuits, designated as mission essential in accordance with relevant NATO documents, will be borne by NATO.
- 10.7 Attendance by HQ STRIKFOR SOUTH personnel at NATO schools, including tuition and travel (excluding per diem), will be funded by the multinational budget.
- 10.8 Any other miscellaneous costs, not within the above categories but attributable to the operation of HQ STRIKFOR SOUTH, will be shared by the PARTICIPANTS in accordance with Section Eleven of this MOU.

SECTION ELEVEN

SHARED FUNDING

- 11.1 The PARTICIPANTS will share the approved costs in accordance with the percentage shares of the numbers of Officer posts allocated to them in Annex B of this MOU.
- 11.2 Unfilled posts will not reduce the designated nation's cost-share under paragraph 11.1.

- 11.3 Temporary augmentees (e.g. for exercises, training, etc.) will not affect national cost-shares.

SECTION TWELVE

CLAIMS

- 12.1 All non-contractual claims will be resolved by the host nation in accordance with the Paris Protocol and NATO SOFA.
- 12.2 Claims and payments attributable to the official activities of HQ STRIKFOR SOUTH or its personnel will be shared by the PARTICIPANTS in accordance with the cost-sharing formula in Section Eleven, above.

SECTION THIRTEEN

FINANCIAL PROCEDURES

- 13.1 Principles governing financial procedures are set out in Annex D to this MOU and will be in accordance with current NATO financial regulations and implementing procedures as determined to be applicable and feasible by the Senior Resource Committee.
- 13.2 Financial obligations of the PARTICIPANTS under this MOU are subject to the authorization and appropriation of funds in accordance with their respective national laws.
- 13.3 The preferred agency for auditing is the INTERNATIONAL BOARD of AUDITORS for NATO (IBAN). If the IBAN is unavailable, the ACE Audit and Inspection Branch, SHAPE may be used.

SECTION FOURTEEN

SENIOR RESOURCE COMMITTEE

- 14.1 The representatives of the SIGNATORIES will comprise the Senior Resource Committee (SRC), which will function in accordance with the Terms of Reference at Annex E.

- 14.2 The SRC will be chaired by the United States and meet at least once per year to address legal, operating, manpower, financial, infrastructure and any other matters connected with this MOU.
- 14.3 Changes to the Annexes to this MOU may be made with the unanimous written approval of the SRC.

SECTION FIFTEEN

COMMENCEMENT, WITHDRAWAL AND AMENDMENTS

- 15.1 This MOU will come into effect on the day of the last signature thereto (or on the date of notification of approval in the event signature is made subject to subsequent approval). Its provisions will be retroactive from 1 September 1999, except that the financial provisions take effect on 1 January 2000.
- 15.2 Any Signatory wishing to withdraw from this MOU must give 12 month's notice in writing to all other Signatories. In this event, remaining Signatories and/or the PARTICIPANTS will meet to discuss the re-distribution of cost-sharing, funding, and vacant positions.
- 15.3 Amendments to this MOU may be proposed by any of the Signatories and will require the unanimous written approval of all Signatories.

SECTION SIXTEEN

DISPUTES

- 16.1 Any disagreements regarding the interpretation or implementation of this MOU will be resolved through consultation among the Signatories. Disagreements that cannot be resolved through consultation will be referred to the Military Committee or other appropriate NATO authority for final resolution, taking into account the provisions stated in the NATO SOFA and the Paris Protocol. Disagreements will not be referred to any other external organizations, tribunals, or arbitrators, either national or international.

16.2 Legal advice regarding interpretation or implementation of this MOU, or its Annexes, will be obtained from the RHQ AFSOUTH or SHAPE legal advisor, as appropriate.

The foregoing represents the understandings reached between the SIGNATORIES upon the matters referred to therein.

THIS MOU WAS DRAFTED IN THE ENGLISH LANGUAGE AND THE ENGLISH VERSION IS CONSIDERED AUTHORITATIVE. THE ONE ORIGINAL COPY WILL BE DEPOSITED WITH SUPREME HEADQUARTERS ALLIED POWERS EUROPE, WHO WILL TRANSMIT A CERTIFIED COPY TO THE SIGNATORIES.

FOR THE
FEDERAL MINISTER OF DEFENCE OF THE FEDERAL REPUBLIC OF
GERMANY

Winfried Hofer

date 07.06.2000

Winfried Hofer
Brigadier General GE A
National Military Representative, Germany

FOR THE
MINISTER OF NATIONAL DEFENCE OF THE HELLENIC REPUBLIC

Nikolaos Katagas

date 19 June 2000

Nikolaos Katagas
Major General, GR A
National Military Representative, Hellenic Republic

FOR THE
MINISTER OF DEFENCE OF THE ITALIAN REPUBLIC

Francesco Lovino

date 08 June 2000

Francesco LOVINO
Major General, IT A
National Military Representative, Italy

FOR THE
MINISTER OF DEFENCE OF THE KINGDOM OF THE NETHERLANDS

Peter Paul Sonnenschein

date 13 June 2000

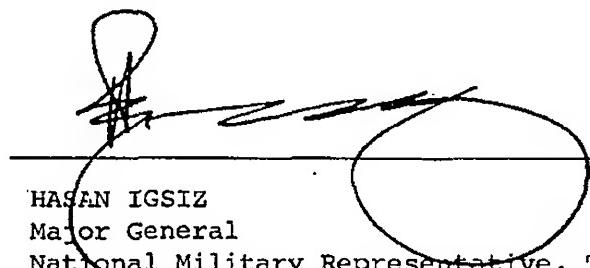
Peter Paul Sonnenschein
Brigadier General NL A
National Military Representative, Netherlands

FOR THE
MINISTER OF DEFENCE OF THE KINGDOM OF SPAIN

 : date 26 June 2000

BERNARDO ALVAREZ DEL MANZANO
Brigadier General, SP A
National Military Representative, Spain

FOR THE
GENERAL STAFF OF THE REPUBLIC OF TURKEY

 : date 27 July 2000

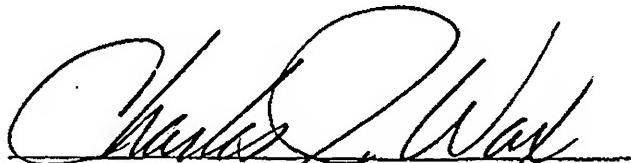
HASAN IGSIZ
Major General
National Military Representative, Turkey

FOR THE
SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND

 : date 14 June 2000

D. R. Williams MBE
AIR CDRE UK AF
National Military Representative, United Kingdom

FOR THE
SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA

 : date June 2000

Major General C.J. Wax, USAF
Director, Plans and Policy, Headquarters, U.S. European Command

FOR THE
SUPREME HEADQUARTERS ALLIED POWERS, EUROPE

 : date 7 June 2000

FERDINANDO SANFELICE DI MONTEFORTE
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